

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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SHAWN MONTROSE AND ANNETTE MONTROSE,

Plaintiffs,

- against -

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISCONTINUANCE**

07 CV 5262 (KAM)(CLP)

THE CITY OF NEW YORK; NEW YORK CITY POLICE  
DEPARTMENT; DETECTIVE HUTCHINSON,  
DETECTIVE ISAACS, AND POLICE OFFICER "JOHN  
DOE",

Defendants.

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**WHEREAS**, plaintiffs commenced this action by filing a complaint on or about December 18, 2007, alleging that certain of their federal and state rights were violated; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action, Shawn Montrose & Annette Montrose v. City of New York et al., 07 Civ. 5262 (KAM)(CLP), is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiffs Shawn Montrose and Annette Montrose the total sum of TEN THOUSAND DOLLARS (\$10,000) in full satisfaction

of all claims brought by plaintiffs in this action, including claims for costs, expenses, and attorney fees. In consideration for the payment of this sum, plaintiffs agree to the dismissal with prejudice of all the claims against the named defendants, City of New York, New York City Police Department, Matthew Hutchison (sued herein as "Detective Hutchinson"), and James Eisert (sued herein as "Detective Isaacs"), with prejudice, and to release all defendants, and any present or former employees or agents of the City of New York, or any agency thereof, including, but not limited to the New York City Police Department, from any and all liability, claims, or rights of action under state or federal law arising from and contained in the complaint in the instant action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above, and an Affidavit of No Liens or an Affidavit Concerning Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement

entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated:           New York, New York  
                 November 5, 2008

Stuart Shaw, Esq.,  
Attorney for plaintiffs  
240 Madison Avenue, 7<sup>th</sup> Floor  
New York, NY 100016

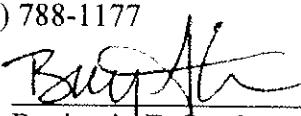
By:



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Stuart Shaw, Esq.,  
Attorney for plaintiffs

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
Attorney for Defendants  
100 Church Street, Room 3-155  
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(212) 788-1177

By:



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Benjamin E. Stockman

Assistant Corporation Counsel

SO ORDERED:

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HON. KIYO A. MATSUMOTO  
U.S.D.J.